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**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF OREGON
PENDLETON DIVISION**

WILDEARTH GUARDIANS, OREGON
WILD, THE SIERRA CLUB, AND GREAT
OLD BROADS FOR WILDERNESS,

Plaintiffs,

v.

SHANE JEFFRIES, in his official capacity as
Ochoco National Forest Supervisor; and
UNITED STATES FOREST SERVICE,

Federal Defendants,

and

OCHOCO TRAIL RIDERS, OREGON
MOTORCYCLE RIDERS ASSOCIATION,
PACIFIC NORTHWEST 4 WHEEL DRIVE
ASSOCIATION, DESCHUTES COUNTY 4
WHEELERS, and THE BLUERIBBON
COALITION,

Defendant-Intervenors

Case No. 2:17-cv-1004-SU (Lead Case)
Case No. 2:17-cv-1091-SU (Trailing Case)
Case No. 2:17-cv-1366-SU (Trailing Case)

**STIPULATED SETTLEMENT
AGREEMENT AND RELEASE**

WHEREAS Plaintiff Oregon Hunters Association (“Plaintiff”) (Case No. 2:17-cv-1366-SU) alleged in the above captioned case (“Lawsuit”) that the United States Forest Service and Shane Jeffries, in his capacity as the Ochoco National Forest Supervisor (collectively, “Federal Defendants”), violated the National Environmental Policy Act and the National Forest Management Act.

WHEREAS, the District Court issued its Order on January 3, 2019, granting in part and denying in part the Parties’ cross-motions for summary judgment, ECF No. 104, and entered its Judgment on January 4, 2019, ECF No. 105.

WHEREAS, Plaintiff requested an award of attorneys’ fees and costs under the Equal Access to Justice Act (“EAJA”).

WHEREAS, Plaintiff and Federal Defendants wish to avoid further litigation over Plaintiff’s alleged entitlement to attorneys’ fees and costs for this lawsuit.

NOW, THEREFORE, through their undersigned counsel, Plaintiff and Federal Defendant hereby enter into this Stipulated Settlement Agreement and Release (“the Agreement”), and stipulate and agree as follows:

1. Subject to Paragraph 2, the Parties agree to settle Plaintiff’s claims for attorneys’ fees and costs in this litigation for a total payment of one-hundred and thirty-eight thousand dollars (\$138,000), pursuant to EAJA, 5 U.S.C. § 2412 *et seq.* and/or any other statute, in full and complete satisfaction of any and all claims, demands, rights, and causes of action Plaintiff may have for the recovery of attorneys’ fees and/or litigation expenses in this matter.

2. Federal Defendants’ payment, as identified in Paragraph 1 above, shall be accomplished by electronic funds transfer to Field Jerger LLP’s IOLTA account on behalf of Plaintiff. Counsel for Plaintiff will provide counsel for Federal Defendants the appropriate

account number and other information needed to facilitate payment. Federal Defendants shall submit the necessary paperwork for the payment within thirty (30) days after Plaintiff's counsel signs this agreement and provides the information necessary to facilitate payment.

3. Field Jerger LLP acknowledges that it is receiving payment on behalf of Plaintiff and that it will distribute the appropriate settlement proceeds to Plaintiff. Plaintiff agrees to this procedure. Counsel for Plaintiff shall confirm payment within ten (10) days of receipt. Plaintiff also acknowledges that under 31 U.S.C. §§ 3711, 3716, 26 U.S.C. § 6402(d), 31 C.F.R. §§ 285.5, 901.3, and other authorities, the United States will offset against the award of attorneys' fees and costs Plaintiff's delinquent debts to the United States, if any. *See Astrue v. Ratliff*, 560 U.S. 586 (2010).

4. Plaintiff and its counsel agree to hold harmless Federal Defendants in any litigation, further suit, or claim arising from the payment of the agreed upon \$138,000 settlement amount.

5. In acknowledgment of and in exchange for the promises and other consideration contained in this Agreement and the payment by Federal Defendants to Plaintiff referenced in paragraphs 1 and 2 above, Plaintiff hereby releases Federal Defendants and all past, present, and future officers, agents, representatives, and employees of the United States Department of Agriculture of and from any and all claims and causes of action whatsoever that Plaintiff ever had, now has, or hereafter may have for attorneys' fees and costs related to the Lawsuit or to this Agreement. Plaintiff agrees to withdraw its fee petition, ECF No. 115, within ten (10) days of receipt of the payment referenced in paragraphs 1 and 2 above.

6. This Agreement does not constitute, and shall not be construed, as an admission or concession on the part of any party with respect to any fact, claim, or defense in this action.

Federal Defendants do not waive any defenses they may have concerning the claims settled under this Agreement.

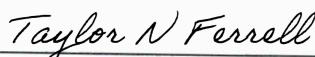
7. No provision of this Agreement shall be interpreted as, or constitutes, a commitment or requirement that Federal Defendants are obligated to spend funds in violation of the Anti-Deficiency Act, 31 U.S.C. § 1341, or any other law or regulation.

8. The Agreement contains all of the agreement between Plaintiff and Federal Defendants, and is intended to be the final and sole agreement between them. Plaintiff and Federal Defendants agree that any prior or contemporaneous representations or understanding not explicitly contained in this written Agreement, whether written or oral, are of no further legal or equitable force or effect.

9. The undersigned representatives of each party certify that they are fully authorized by the party or parties they represent to agree to the Court's entry of the terms and conditions of the Agreement and do hereby agree to the terms herein.

Respectfully submitted, December 13, 2019,

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